

Remarks

This amendment is filed in response to the Office action mailed April 3, 2003, in which claims 1-7 are rejected, and following a telephone interview with the Examiner on May 29, 2003. With this amendment, claim 1 is changed and claim 8 is added to the application, but no other changes are made, and so claims 1-8 are now in the application.

Telephone Interview Summary

In the telephone interview on May 29, 2003, applicant's attorney presented proposed changes to claim 1 (the changes made by the present amendment) and explained the invention to the Examiner, indicating how the invention as claimed in claim 1, especially in view of the (at the time proposed) amendment, differs from the combination made in the Office action. Applicant's attorney explained the role of the stamp issuer as opposed to that of a sender and recipient, and explained that according to the invention as claimed, a data object, called a stamp in the description and claims, is communicated from an issuer and then, as an attachment to an email, to a sender, and then to a recipient and finally to a stamp redeemer, and that there is no corresponding data flow provided by the combination made by the Office action, let alone a data flow of a data object that can be fairly analogized to a stamp according to the invention. No agreement was reached, the Examiner preferring instead to examine a written response to the Office action.

Rejections under 35 USC §103

At paragraph 3 of the Office action, claims 1-7 are rejected under 35 USC §103 as unpatentable over Boesch et al. (U.S. Pat. No. 5,870,473) in view of Kravitz (U.S. Pat. No. 6,029,150).

The invention as claimed in claim 1 provides a means of transferring money over a computer network (such as the Internet) without an associated sale of goods or services and relies on e-mail including an attached document (called a stamp) bearing a data item that is a concatenation of several fields, including an encrypted field. In contrast, the principal reference, Boesch et al., teaches a way for a customer to buy goods and services from a merchant over a communication network such as the Internet, a way that is supposedly secure but with a "reduc[ed] level of encryption" (as explained at col. 1, ll. 13-17). As claimed in claim 1, the invention includes steps in which: a stamp issuer provides to a sender a stamp having a face value and a lifespan both indicated on the stamp, the stamp being a string that is a concatenation of two or more fields including the face value and the lifespan, with at least one of the fields calculated according to a prescription involving a hashing or encryption of a concatenation of others of the fields or of some other field not part of the stamp; the sender affixes the stamp to an e-mail and sends the e-mail to a recipient; and the recipient of the e-mail redeems the stamp for the face value by presenting the stamp to a predetermined entity; wherein the predetermined entity provides the face value to the recipient only if the stamp is presented the predetermined entity within the lifespan indicated on the stamp. Applicant respectfully submits that (neither) Boesch et al. (nor Kravitz) teach any of the steps of the invention as in amended claim 1. There is simply no teaching of a sender sending to another party a stamp issued by a stamp issuer, and the other party then redeeming the stamp with either the stamp issuer or another predetermined entity, as in amended claim 1.

In rejecting original claim 1, the Office action asserts that Boesch et al. discloses providing a stamp to be affixed to an e-mail and having a face value, citing Fig. 4C/120G.2.

Applicant respectfully points out that the face value recited in claim 1 is the value for which the stamp may be redeemed, whereas 120G.2 of Fig. 4C is a field of a "persona" data base 201, not a field of a stamp/data object being attached to an e-mail, and indicates not a redemption value of a stamp, but instead an "available balance" of a "cash container" (used to hold funds for transfer to and from "an (financial) instrument," such as a credit card, a debit card, or a demand deposit account, per the description of field 254A). (Although nowhere explained in Boesch et al., a cash container is presumably one or another kind of account holding money for use in paying for goods or services, via one or another kind of financial instrument. For example, a cash container could be a checking account at a bank.) Thus, Boesch et al. does not teach providing a stamp having a face value. Moreover, amended claim 1 now makes clear that the step of "providing a stamp" is a step in which a stamp issuer sends to a sender a stamp (having a face value), and Boesch et al. nowhere teaches such a step.

Next in rejecting original claim 1, the Office action asserts that Boesch et al. teaches providing a stamp to be affixed to an e-mail and having a lifespan, citing Fig. 4D/120H.26. Applicant respectfully submits that 120H.26 is the number of hours over which a credit transaction limit (field 120H.19) applies in case of returns of goods or refunds for services (as explained in the description of fields 120H.18 and 19). It is therefore a time period relevant only in case of returns/ refunds (possibly limiting a refund to the time period, although that is not made clear in the disclosure), and it is certainly not a lifespan as that term is used in claim 1, i.e. a time period indicated on a stamp during which a recipient of an e-mail to which the stamp is affixed may submit the stamp for value. Thus, Boesch et al. does not teach providing a stamp having a lifespan. Again, also, amended claim 1 now makes clear

that the step of "providing a stamp" is a step in which a stamp issuer sends to a sender a stamp (having a life span), and Boesch et al. nowhere teaches such a step.

Next in rejecting original claim 1, the Office action asserts that Boesch et al. teaches affixing to an e-mail a stamp (having a lifespan and face value), which the Office action alleges is encompassed by what Boesch et al. refers to as "an instrument," citing Fig. 4B/120B, which the Office action interprets as disclosing "affixing the instrument to an e-mail message." Applicant respectfully submits that all that is indicated by 120B of Fig. 4B is a customer e-mail address stored in a server persona data structure, i.e. a data structure storing data relating to "the universe of customer users 203 and merchant users 303 who have registered with server computer 100," which the server can use to send an e-mail to the associated customer. (At some locations in Boesch et al., 120B is also said to contain a RSA public key, but presumably the disclosure at such locations is in error, and 120C should be indicated there, not 120B.) There is simply no teaching by Boesch et al. of affixing a stamp/instrument (having a lifespan and face value) to an e-mail. As mentioned, by an (financial) instrument, Boesch et al. means e.g. a credit card, and Boesch et al. nowhere discloses conveying such an instrument as an attachment to an e-mail, or indeed conveying such an instrument by any means. Instead, Boesch et al. discloses that a customer register with a server and provide to the server what Boesch et al. calls "instrument binding data" (e.g. credit card number and a password). For payment for a product or service, the server transfers electronic cash from the customer persona (a data store on the server) to the merchant persona (another data store on the server) using an "instrument" for which the customer has provided "instrument binding data." Thus, Boesch et al. nowhere teaches affixing a stamp indicating a potential money value (if redeemed within an indicated lifespan)

to an e-mail and sending the e-mail to a recipient on a computer network as in both original claim 1 and in claim 1 as amended, but instead discloses only having a server, in response to a valid transaction message, use a customer financial instrument, for which the server has authorization information, to pay a merchant for goods or services, i.e. to credit an account of a merchant that has also registered with the server. Moreover, amended claim 1 now makes more clear that it is a sender that affixes a stamp provided by a stamp issuer (a different entity than the sender, as is clear from the description) to an e-mail, and there is certainly no teaching or suggestion in Boesch et al. (or Kravitz) of having a stamp/ instrument issuer provide a stamp/ instrument to a sender for the sender to then affix to an e-mail, especially since the "instrument" of Boesch et al. is e.g. a credit card and is certainly not provided/ issued by the server of Boesch et al.; in fact, it is the customer that in a sense provides the instrument to the server (when providing to the server the instrument binding data 120H), not the other way around.

Finally, nowhere does Boesch et al. teach or suggest a step in which the recipient of the e-mail redeems the stamp for the face value by presenting the stamp to a predetermined entity (such as the stamp issuer), wherein the predetermined entity provides the face value to the recipient only if the stamp is presented the predetermined entity within the lifespan indicated on the stamp, as in amended claim 1.

Accordingly, applicant respectfully requests that the rejections under 35 USC §103 of amended claim 1, and also of claims 2-7 which all depend from amended claim 1, be reconsidered and withdrawn.

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New Claim

New claim 8 depends from claim 1, which is believed allowable over the cited art.

Conclusion

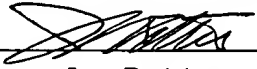
For all the foregoing reasons it is believed that claims 1-8 are in condition for allowance and their passage to issue is earnestly solicited.

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